



County of San Bernardino

F A S

STANDARD CONTRACT

FOR COUNTY USE ONLY

<input type="checkbox"/> New	Vendor Code		SC	Dept.	Contract Number	
<input checked="" type="checkbox"/> Change	STJOHNO996		ADS	A	02-621 A-2	
<input type="checkbox"/> Cancel						
County Department			Dept.	Orgn.	Contractor's License No.	
Behavioral Health			ADS	ADS		
County Department Contract Representative				Telephone	Total Contract Amount	
Armand Freitas				(909) 421-9460	\$2,721,498	
Contract Type						
<input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:						
If not encumbered or revenue contract type, provide reason:						
Commodity Code		Contract Start Date	Contract End Date	Original Amount	Amendment Amount	
		July 1, 2002	June 30, 2005	\$2,787,941	(\$66,443)	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
AAA	ADS	ADS	200	2445		\$2,721,498
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
Project Name			Estimated Payment Total by Fiscal Year			
Alcohol and Drug			FY	Amount	I/D	
Residential Services			03-04	\$21,840	D	
			04-05	\$44,603	D	
Contract Type - 2(b)						

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name
Saint John of God Health Care Services hereinafter called Contractor

Address
P.O. Box 2457

Victorville, CA 92393

Telephone (760) 241-4917 ID No. or Social Security No. 95-3806996

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

IN THAT CERTAIN Contract #02-621 by and between the County of San Bernardino, a political subdivision of the State of California, and Contractor, which Contract first became effective July 1, 2002, the following changes are hereby made and agreed to:

1. ARTICLE III ADMINISTRATIVE PROCEDURES is amended to add the following:

6. If Contractor is not licensed or certified by the State, Contractor shall submit organizational documents to County within 30 days of execution of this

contract, or within 90 days of annual renewal or continuation of this contract, or when there has been a change in name or ownership. Organizational documents shall include Contractor's Articles of Incorporation or Partnership Agreements, business licenses, fictitious name permits, and such other information and documentation as may be requested by County.

2. ARTICLE VIII CONFIDENTIALITY is deleted in its entirety and replaced with the following:

VIII. CONFIDENTIALITY

1. Contractor shall comply with all state and federal statutes and regulations regarding confidentiality, including but not limited to, the confidentiality of information requirements in 42 United States Code Section 290 dd-2; Title 42, Code of Federal Regulations Part 2; Welfare and Institutions Code Sections 5328 et seq and 14100.2; Sections 11878, 11812, and 11977 of the Health and Safety Code; and Title 22, California Code of Regulations Section 51009.
2. No list of persons receiving services under this contract shall be published, disclosed, or used for any purpose except for the direct administration of the program or other uses authorized by law that are not in conflict with requirements for confidentiality listed above.
3. Pursuant to the Health Insurance Portability And Accountability Act of 1996 (HIPAA), regulations have been promulgated governing the privacy of individually identifiable health information. Contractor is a covered entity in accordance with HIPAA regulations (45 CFR § 160.103). Accordingly, Contractor is mandated to comply with the HIPAA Privacy Rule standards, requirements, and implementation specifications codified in 45 CFR Parts 160 and 164. Contractor will disclose Protected Health Information to appropriate

County of San Bernardino personnel for the purposes of treatment, payment, and health care operations in accordance with 45 CFR § 164.506.

3. ARTICLE IX NONDISCRIMINATION is amended to add the following:

5. **Cultural and Linguistic Competency.** Cultural competence is defined as a set of congruent practice behaviors, attitudes, and policies that come together in a system, agency, or among consumer providers and professionals that enable that system, agency, or those professional and consumer providers to work effectively in cross-cultural situations.

a. The Contractor shall be required to assess the demographic make-up and population trends of its service area to identify the cultural and linguistic needs of the eligible beneficiary population. Such studies are critical to designing and planning for the provision of appropriate and effective substance abuse treatment services.

b. There is recognition by the DBH that cultural competence is a goal toward which professionals, agencies, and systems should strive. Becoming culturally competent is a developmental process and incorporates at all levels the importance of culture, the assessment of cross-cultural relations, vigilance towards the dynamics that result from cultural differences, the expansion of cultural knowledge, and the adaptation of services to meet culturally-unique needs. The provision of medically necessary specialty substance abuse treatment in a culturally competent manner is fundamental in any effort to ensure success of high quality and cost-effective substance abuse treatment. Providing services in a manner that fails to achieve its intended result due to cultural and linguistic barriers is not cost-effective.

c. To assist the Contractor's efforts towards cultural and linguistic competency:

- (1) DBH shall provide technical assistance to the Contractor regarding cultural competency implementation.
- (2) DBH shall provide demographic information to Contractor on service area for services planning.
- (3) DBH shall provide cultural competency training for Department and Contractor personnel. Contractor staff are encouraged to attend at least one cultural competency training per year.
- (4) DBH shall provide interpreter training for Department and Contractor personnel.
- (5) DBH shall provide technical assistance for Contractor in translating substance abuse treatment information to Spanish.

4. ARTICLE XII PERFORMANCE is deleted in its entirety and replaced with the following:

XII. PERFORMANCE

1. Recovery is an approach to helping the individual to live a healthy, satisfying, and hopeful life despite limitations and/or continuing effects caused by his or her substance abuse. "Rehabilitation" is a strength-based approach to skills development that focuses on maximizing an individual's functioning. Services will support the individual in accomplishing his/her desired results. Program staffing should be multi-disciplinary and reflect the cultural, linguistic, ethnic, age, gender, sexual orientation and other social characteristics of the

community which the program serves. Families, caregivers, human service agency personnel and other significant support persons should be encouraged to participate in the planning and implementation process in responding to the individual's needs and desires, and in facilitating the individual's choices and responsibilities. Recovery programs by design may employ credentialed personnel and/or others with expert knowledge and experience in the alcohol and other drug treatment and recovery field.

2. It is believed that all clients can recover, even if that recovery is not complete. The Recovery approach involves collaborating with the client to facilitate hope and empowerment, with the goals of counteracting internal and external "stigma", improving self-esteem, encouraging client self-management of his/her life including making his/her own choices and decisions, re-integrating the client back into his/her community as a contributing member, and achieving a satisfying and fulfilling life.
3. Under this Agreement Contractor shall provide those services which are dictated by attached addenda and/or exhibits. Contractor agrees to be knowledgeable in and apply all pertinent Federal and State laws and regulations as referenced in the body of this Agreement, and the **ADS Manual for Contract Agencies**. In the event information in the attachments conflicts with the basic Agreement, then information in the attachments shall take precedence to the extent permitted by law.
5. ARTICLE XIII FUNDING, PARAGRAPH 2 is amended to read as follows:
 2. The maximum financial obligation of County under this Agreement shall not exceed the sum of Two Million, Seven Hundred Twenty-One Thousand, Four Hundred Ninety-Eight Dollars (\$2,721,498). The maximum financial obligation is further limited by fiscal year, funding source, and service modalities as delineated on the attached Schedule A.

Funds may not be transferred between funding sources nor modes of service without the prior written approval of the Director or designee.

All other terms, conditions and covenants of this basic contract first entered into July 1, 2002 remain in full force and effect.

COUNTY OF SAN BERNARDINO

►
Dennis Hansberger, Chairman, Board of Supervisors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Clerk of the Board of Supervisors
of the County of San Bernardino.

By _____
Deputy

Saint John of God Health Care Services

(Print or type name of corporation, company, contractor, etc.)

By ►
(Authorized signature - sign in blue ink)

Name _____
(Print or type name of person signing contract)

Title _____
(Print or Type)

Dated: _____

Address P.O. Box 2457
Victorville, CA 92393

Approved as to Legal Form

►
County Counsel

Date _____

Reviewed by Contract Compliance

►

Date _____

Presented to BOS for Signature

►
Department Head

Date _____

Auditor/Controller-Recorder Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

SCHEDULE A
PLANNED RESIDENTIAL SERVICES

PROVIDER NAME
FACILITY LOCATION
FY

ST. JOHN OF GOD HEALTH CARE SERVICES
H.O.W. – 0040; ALPHA WOMEN – 0041; ALPHA –TOT 0043; CASA - 0042
2002-2003

<u>CalWORKS</u>	<u>Rate</u>	<u>Bed Days</u>	<u>Dollars*</u>
Women	\$50.41	292	\$14,720
Men	\$50.41	292	\$14,720
Adult with Children	\$76.67	659	\$50,515
Detoxification			
TOTAL		1,243	\$79,954
<u>CPS</u>			
Women	\$50.41	362	\$18,248
Men	\$50.41	345	\$17,391
Adult with Children	\$76.67	13	\$1,000
Detoxification			
TOTAL		720	\$36,640
<u>PSN</u>			
Women	\$50.41	616	\$31,053
Men	\$50.41	615	\$31,002
Adult with Children			
Detoxification			
TOTAL		1,231	\$62,055
<u>SACPA</u>			
Women	\$50.41	2,882	\$145,275
Men	\$50.41	2,882	\$145,275
Adult with Children	\$76.67	26	\$2,000
Detoxification			
TOTAL		5,790	\$292,551
<u>ALL OTHERS</u>			
Women	\$50.41	1,900	\$95,779
Men	\$50.41	1,900	\$95,779
Adult with Children	\$76.67	1,001	\$76,747
Detoxification	\$68.56	2,190	\$150,162
TOTAL		6,818	\$418,467
AFTERCARE			\$17,500
GRAND TOTAL			15,975
			907,166

*Rounded to nearest dollar

SCHEDULE A
PLANNED RESIDENTIAL SERVICES

PROVIDER NAME
FACILITY LOCATION
FY

ST. JOHN OF GOD HEALTH CARE SERVICES
H.O.W. – 0040; ALPHA WOMEN – 0041; ALPHA –TOT 0043; CASA - 0042
2003-2004

<u>CalWORKS</u>	<u>Rate</u>	<u>Bed Days</u>	<u>Dollars*</u>
Women	\$51.67	284	\$14,720
Men	\$51.67	284	\$14,720
Adult with Children	\$78.59	642	\$50,515
Detoxification			
TOTAL		1,210	\$79,954
<u>CPS</u>			
Women	\$51.67	353	\$18,248
Men	\$51.67	336	\$17,391
Adult with Children	\$78.59	12	\$1,000
Detoxification			
TOTAL		701	\$36,640
<u>PSN</u>			
Women	\$51.67	600	\$31,053
Men	\$51.67	600	\$31,002
Adult with Children			
Detoxification			
TOTAL		1,200	\$62,055
<u>SACPA</u>			
Women	\$51.67	2,811	\$145,275
Men	\$51.67	2,811	\$145,275
Adult with Children	\$78.59	25	\$2,000
Detoxification			
TOTAL		5,647	\$292,551
<u>ALL OTHERS</u>			
Women	\$51.67	2,022	\$104,529
Men	\$51.67	2,022	\$104,529
Adult with Children	\$78.59	976	\$76,747
Detoxification	\$70.27	2,136	\$150,162
TOTAL		7,156	\$435,967
AFTERCARE			
GRAND TOTAL		15,914	907,166

*Rounded to nearest dollar

SCHEDULE A
PLANNED RESIDENTIAL SERVICES

PROVIDER NAME
FACILITY LOCATION
FY

ST. JOHN OF GOD HEALTH CARE SERVICES
H.O.W. – 0040; ALPHA WOMEN – 0041; ALPHA –TOT 0043; CASA - 0042
2004-2005

<u>CalWORKS</u>	<u>Rate</u>	<u>Bed Days</u>	<u>Dollars*</u>
Women	\$52.96	277	\$14,720
Men	\$52.96	277	\$14,720
Adult with Children	\$80.55	627	\$50,515
Detoxification			
TOTAL		1,181	\$79,954
<u>CPS</u>			
Women	\$52.96	344	\$18,248
Men	\$52.96	328	\$17,391
Adult with Children	\$80.55	12	\$1,000
Detoxification			
TOTAL		684	\$36,640
<u>PSN</u>			
Women	\$52.96	586	\$31,053
Men	\$52.96	585	\$31,002
Adult with Children			
Detoxification			
TOTAL		1,171	\$62,055
<u>SACPA</u>			
Women	\$52.96	2,743	\$145,275
Men	\$52.96	2,743	\$145,275
Adult with Children	\$80.55	24	\$2,000
Detoxification			
TOTAL		5,510	\$292,551
<u>ALL OTHERS</u>			
Women	\$52.96	1,973	\$104,529
Men	\$52.96	1,973	\$104,529
Adult with Children	\$80.55	952	\$76,747
Detoxification	\$72.03	2084	\$150,162
TOTAL		6,982	\$435,967
AFTERCARE			
GRAND TOTAL		15,528	\$907,166

*Rounded to nearest dollar